

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:

NPS - DRIVERS EDUCATION SERVICES

INVITATION FOR BID #14-02

Bid Opening Date: July 18, 2013 at 11:00 a.m.

JULY 2013

Setti D. Warren, Mayor

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #14-02

The City of Newton (City) invites sealed bids from Contractors for:

NPS - DRIVER EDUCATION SERVICES

Bids will be received until: **11:00 a.m., Thursday, July 18, 2013**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at www.newtonma.gov/bids or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., July 3, 2013**.

There will be no charge for contract documents.

Bid surety is not required with this bid.

Award will be made to the lowest, responsible, and responsive bidder for services based on the Grand Total. **Provision of services is required to start upon the execution of this contract.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

The term of the awarded contract **shall extend from September 1, 2013 through August 31, 2014**. The City shall have the option, at its sole discretion, to extend the agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

All bids are subject to the provisions of M.G.L. c.30B. F.O.B. Destination inside designated department, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES**.

All City bids are available on the City's web site at www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer

July 3, 2013

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. If required, the Bidder has visited the work site and is familiar with the local conditions for which the supplies are being procured.
- 1.2 Failure to so examine the Contract Documents and work site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, July 12, 2013 at 12:00 noon**.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #14-02**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the IFB. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall is open.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#14-02**

* NAME OF PROJECT: **NPS Drivers Education Services**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the IFB.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and **two (2) copies**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. *See* M.G.L. C. 30, §39R and M.G.L. C. 149, §44E.
- 4.10
 - 1. This requirement will apply to any general bid or sub bid submitted.
 - 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 - 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City will award the contract to the lowest eligible and responsible Bidder within sixty (60) days (Saturdays, Sundays, and legal holidays excluded) after the opening of bids.
- 7.2 The City reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #14-02

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City entitled:

NPS - DRIVER EDUCATION SERVICES

- B. This bid includes addenda number(s) _____, _____, _____, _____.

- C. The contract price(s) is:

Driver Education certification including classroom and on-road instruction in accordance with the specifications herein:

\$_____ x 400 students (estimated) = \$_____

\$_____ Bid Base Price of Fuel (present fuel cost per gallon)*

*Submit proof of present fuel cost to be used as the 'Bid Base Price of Fuel' for fuel adjustment purposes per Spec. 1.5.

COMPANY NAME: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: _____ **FAX:** _____

E-MAIL: _____

- D. The undersigned has completed and submits herewith the following documents:

- ❖ Bidder's Qualifications and References Form, 2 pages
- ❖ Certificate of Non-Collusion, 1 page
- ❖ Debarment Letter, 1 page
- ❖ W-9 Form, 1 page
- ❖ A five percent (5%) bid deposit/bid guarantee.
- ❖ Company resume (include Registry license)
- ❖ Vehicle inventory list
- ❖ Company contracts
- ❖ 3 year accident history report
- ❖ Financial statements
- ❖ Signed certification of no default or termination of contracts
- ❖ Signed Bid Form, 2 pages

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

Prompt Payment Discount _____ % _____ Days

- F.** The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

Nicholas Read ☎ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Mayor
Setti D. Warren

Vendor

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____(Name)
 _____(Company)
 _____(Address)
 _____(Address)
 PHONE _____ FAX _____
 EMAIL _____

Signature _____

Date _____

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

X Exempt
payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral representation that is inconsistent with the terms of the Contract Documents.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at www.newtonma.gov/bids. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB Number and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the Newton Department specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
9. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the IFB the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the IFB requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder

within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
16. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
17. "Or equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39M, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L. c30, §39J, the Contractor shall not have any right of appeal from the decision of the City rejecting any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

18. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
19. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program are applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
20. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
21. Right To Know:

Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. c.111F, §§8, 9 and 10 and the regulations contained in 441 CMR §21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. c.111F, §7 and the regulations contained in 441 CMR §21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to M.G.L. c.111F are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH ALL APPLICABLE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT

END OF SECTION

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ___ day of ___ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid for the following item or items:

NPS – DRIVER EDUCATION SERVICES

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #14-02 issued by the Purchasing Department;
- c. The Project Manual for NPS - DRIVER EDUCATION SERVICES, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Wage Rate Requirements, Wage Rate Schedule(s);
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall extend from **September 1, 2013 through August 31, 2014. Prices submitted in this bid shall remain firm for the duration of the contract period.** The City, at its sole discretion, shall have the option to **extend the contract for two (2) additional one (1) year terms with no change in the contract price and terms and conditions.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. If for any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate.

- VI. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- VIII. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- IX. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- X. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XI. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Print _____

Date _____

Affix Corporate Seal Here

No City monies are obligated by this contract.

I further certify that the Mayor, or his designee,
is authorized to execute contracts and approve
change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

School Committee

Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

NEWTON COMMUNITY EDUCATION

By _____
Ed Hauben, Director

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

**NEWTON PUBLIC SCHOOLS
SCOPE OF WORK FOR**

Driver Education Services for Newton Community Education

1.0 Scope and General Provisions

- 1.1 The City of Newton (City) acting on behalf of Newton Public Schools (NPS), intends to award a contract for Driver Education in accordance with these specifications to the lowest responsive and responsible bidder. It is anticipated that the contract shall extend from **September 1, 2013 through August 31, 2014**. The City, at its sole discretion, shall have the option to extend the Agreement for two (2) additional one (1) year terms with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. If for any fiscal year or any part thereof during the term of this Agreement, funds for the discharge of the City's obligations under this Agreement are not appropriated and authorized, or funds so appropriated and authorized are reduced or withdrawn, then this Agreement shall terminate. A termination due to non-appropriation or withdrawal of funds shall be effective as of the last day of the fiscal year in which such non-appropriation or decision to withdraw funding occurred, or as of the date when such appropriated and authorized funds are exhausted or withdrawn, whichever is later, without liability to the City for damages, penalties or other charges on account of such termination. In the event of a termination due to non-appropriation or withdrawal of funds, services will be paid for up to the effective date of termination.
- 1.2 The Contractor shall provide driver education classroom and on-the-road instruction under the direction of Newton Community Education (NCE). NCE is a private association dedicated to promoting educational opportunities through NPS, and is authorized by NPS to administer the Driver Education program on NPS's behalf. The Driver Education program will run throughout the calendar year including after school weekdays, Saturdays, school vacations, summer school, and evening classes. Classroom instruction shall take place at Newton North High School and Newton South High School. All students will be enrolled through NCE. Approximately 400 Driver's Education certificates were awarded to students over the last year when the course was offered through NCE.
- 1.3 The Contractor shall comply with all General Laws and Regulations of the Commonwealth of Massachusetts, and Federal Laws and Regulations, applicable to driver education. The City of Newton may terminate the Contract immediately if the Contractor provides equipment that fails to meet the Commonwealth of Massachusetts Registry of Motor Vehicles Guidelines for Professional Driving Schools and Driving School Instructors or fails to comply with these specifications and applicable Federal and State Laws. If applicable laws and regulations change anytime during the period of the contract, the Contractor shall comply with the new laws at no additional cost to the City.
- 1.4 Bidders must be certified and licensed by the Massachusetts Registry of Motor Vehicles in the commercial operation of a private driving school in accordance with M.G.L. c. 90 s. 32G. Bids may be submitted by companies, partnerships, and corporations that have a minimum of three- (3) year's continuous experience in the driver education business.
- 1.5 Fuel Adjustment: Beginning December 1, 2013, if in any three month period preceding these dates: March 1, June 1, September 1, and December 1 of each contract year, the average price of fuel for that three month period has increased or decreased by an increment of more than \$0.499 per gallon from the "Bid Base Price of Fuel," the per student bid price will increase or decrease accordingly by five dollars (\$5.00) for the driver education course taking place during the following three month period. Such increase or decrease shall be determined with reference to average weekly retail gasoline prices for Boston as published by the U.S. Department of Energy, Energy Information Administration. Such publication is available on the internet at <http://www.eia.doe.gov>. It shall be the responsibility of the Contractor to notify the City of such increase or decrease prior to the above listed dates, to align with the publication dates of driver education prices to students. The City may also notify the Contractor if desired. The Contractor must provide receipts for said fuel by the aforementioned dates. In no event shall such per student bid price be increased if Contractor fails to so notify the City.

2.0 Bid Requirements

2.1 Bidders are required to furnish:

2.1.1 A "Company Resume" which includes a copy of the Registry license, date of incorporation, organization, headquarters, work force, management structure, employee system, benefits, training, drug and alcohol testing programs;

2.1.2 An inventory of company owned vehicles including year, make, model, registration and mileage;

2.1.3 A list of all company contracts within the three (3) years preceding the date of the bid along with the names and telephone numbers of contact persons. The Contractor shall be responsible for updating the information annually upon renewal of the Contract.

2.1.4 A list of all accidents for the three (3) years preceding the date of the bid. The list shall be prepared by the company's insurance carrier on their letterhead. Information shall include dates of accidents, bodily injuries, property damages, preventive or non-preventive, driver fault and pay outs;

2.1.5 Financial statements for their last fiscal year of business attested to by a Certified Public Accountant (CPA). Fiscal year shall mean the period used by the bidders for accounting purposes. The CPA must attest that the financial statement is true and accurate to the best of his/her knowledge. The information will be considered 'Confidential-- Not for Public View.' The City reserves the right to obtain additional financial information; and

2.1.6 A certification as part of their bid under pains and penalties of perjury that the company, partnership or corporation (as applicable) has not defaulted or been terminated for cause on any Contract in the last three (3) years. Bidders must also certify as part of their bid that the company is not currently in litigation with any contractees to whom it provides business or, if in litigation, the bidder must furnish with their bid a summary of the nature of the litigation, the court of jurisdiction, case name and number(s) and other identifying information necessary in order to obtain access to court documents.

2.1.7 Proof of present fuel cost to be used as the 'Bid Base Price of Fuel' for fuel adjustment purposes per Spec. 1.5.

3.0 Contract Provisions

The contract shall include, but not be limited, to the following provisions:

- 3.1 The Contractor shall procure all applicable permits, licenses, and approvals necessary for the performance of services under this Contract at the Contractor's expense, copies of which shall be furnished to Newton Public Schools thirty (30) days after notification of the bid award. The Contractor shall be responsible for updating the information annually upon renewal of the Contract and forwarding it to the NPS – Purchasing department, 100 Walnut St., Newton, MA.
- 3.2 The Contract shall be binding on the heirs, personal representatives, successors and assignees of the Contractor, but the Contractor's duties and obligations under the Contract shall not be assigned or subcontracted to another party without the prior written consent of the City. Brokering is not permitted under the Contract.
- 3.3 In the event that the Contractor undergoes dissolution, termination of existence, insolvency, appointment of a receiver of any property of, assignment for the benefit of creditors, or commencement of any proceeding under any bankruptcy or insolvency law by or against the Contractor or any guarantor of the Contractor, the City shall have the right to declare the Contract terminated and to pursue any remedies provided by the Contract or at law or in equity. Failure of the City to pursue its remedies at the time of commission of a breach of Contract by the Contractor will not act as a

waiver of the City's right to pursue said remedies at a later time.

- 3.4 Indemnification: The Contractor shall acknowledge and agree that the company will be responsible as an independent Contractor for all operations under this Contract and for all the acts of its employees and agents hereunder, and agrees that it will indemnify, hold harmless and defend the City and its officers, boards, committees and employees from and against any and all loss, damage, cost charge, expense and claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of its agents or employees and will pay promptly on demand all costs and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor under the Worker's Compensation Act, Disability Benefits Act or other employees act.
- 3.5 Insurance: The Contractor is required to furnish a Certificate of Insurance naming the City of Newton as an "Additional Insured" upon award of the bid in the amounts as stated below. No vehicle shall be used by the Contractor under the Contract unless insured and successfully inspected as herein provided, and the termination of such policy during the term of the Contract shall be a breach thereof and the City shall forthwith terminate the Contract. A Certificate of Insurance showing renewal of the policy must be filed with each Contract extension. The City of Newton shall also be named as the "Certificate Holder" on all certificates of insurance, which shall each require that no less than thirty (30) days prior written notice of cancellation shall be given to the Certificate Holder.

INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$500,000 each occurrence \$1,000,000 aggregate
Property Damage \$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person \$1,000,000 aggregate
Property Damage \$300,000

The City shall be named as additional insured on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

4.0 Description of Contracted Services

The following are requirements for the contracted services, which will also be included in the contract:

- 4.1 The Contractor shall provide driver education classroom and on-road instruction in accordance with the Massachusetts Registry of Motor Vehicles guidelines. The Contractor shall be responsible for all classroom materials

which shall be included in the cost of the program. The Contractor is responsible for completing and issuing Driver Education Statement(s) of Completion and Driver Education Certification Request Form(s), copies of which shall immediately be forwarded to NCE and retained by the Contractor.

4.2 NCE will publicize the driver education program through regular high school channels and the NCE fall, winter, spring and summer catalogs. NCE will reserve classroom facilities for the programs. Classrooms remain under the jurisdiction of the high schools at all times. A tentative schedule is shown below. Additional classes may be negotiated between NCE and the Contractor.

Tentative Schedule:

After school classes (fall, winter, spring): 2 hours/day x 2 days/week x 7.5 weeks = 30 hours

Evening classes (fall, winter, spring): 2 hours/night x 2 nights/week x 7.5 weeks = 30 hours

Summer Express Classes: 6 hours/day x 5 days/week x 1 week = 30 hours

Vacation-week Classes: 6 hours/day x 5 days/week x 1 week = 30 hours

4.3 Instructors shall take attendance each day in accordance with Registry of Motor Vehicles Guidelines. Copies of attendance sheets shall be forwarded to NCE upon graduation from the course. Makeup sessions because of absences or class cancellations shall be scheduled between the Contractor and NCE. (When Newton Public Schools is cancelled because of inclement weather or other emergencies, all NCE courses are cancelled.)

4.4 Driving and observation lessons shall be scheduled through Contractor to take place during daylight hours after school. Driving and observation lessons shall always start and end at the high schools. Driving and observation lessons shall have a maximum of three students in attendance and no fewer than two students in attendance. Passengers must be in seatbelts at all times. The instructor shall never leave students alone in the vehicle or leave the vehicle during student driving or observing time. Students are not permitted to leave the vehicle except for emergencies. Instructors are not permitted to transport unauthorized passengers, pets, or cargo, or to distribute foods, beverages or other substances to students. Eating or drinking by the instructor or by students while driving is not permitted. The instructor shall not smoke in the presence of students in or out of the vehicle, on or off school grounds. Vehicles used for Drivers Ed should be smoke free. Cell phones (except for the instructor's) must be turned off. Instructor should only use his or her cell phone with discretion for business or emergency purposes only.

4.5 Contractor employees giving classroom and on-road instruction must be certified in Massachusetts. The Contractor must employ a sufficient number of certified instructors to cover all necessary classroom sessions including after-school classes, weekends, school vacations, summer school, evening classes and employee absences. The successful bidder shall supply NCE within 30 days of notification of award of the contract a list of the instructors names, license numbers, cell phone numbers, copies of their licenses and Massachusetts Registry of Motor Vehicles Driving School Instructor Certificates, signed Newton Public Schools Criminal Offender Record Information (CORI) request forms and Commonwealth of Massachusetts Request for Sex Offender Registry Information (SORI) forms. The Contractor must submit the same information to NCE in advance of any changes in personnel at any time and confirm the information above at least 2 weeks prior to the start of each new class. The Contractor must receive written approval from NCE before any employee is allowed to serve as an instructor under the contract. Contractor must be willing/able to accommodate classes with as few as ten students, and must have staff available for two concurrent classes with 50 or more students as needed for school vacation or summer intensive classes.

4.6 The Contractor shall employ courteous instructors and office staff with good communications skills. Instructors shall maintain professional attire at all times. Instructors shall refrain from rude, flirtatious or abusive behavior or language toward students, school personnel or the public. The NCE Director or her/his representative may make unannounced visits to the classroom for purpose of evaluation. The NCE Director may demand a change of classroom or on-the-road instructors at any time. Instructors shall take attendance before each class using Newton Community Education attendance sheets and must report repeated absences or unexpected attendees to the NCE office.

4.7 The Contractor must maintain an office within a 15 mile radius of Newton North High School. The Contractor shall assign a supervisor from the office to oversee the contract and be accessible for emergency situations. The supervisor shall report to the NCE Director as necessary. The supervisor or designee shall be in attendance or on-call whenever a class is in session or there is a vehicle on the road. The successful bidder shall supply NCE within 30 days of notification of award of the contract with the address of the office, supervisor's name and telephone numbers. The Contractor must notify NCE in advance of any changes in location or personnel.

4.8 Any inappropriate behavior by a student shall be reported immediately to the NCE Director followed by a written incident report the same day. If the behavior occurs while on-road, the instructor shall park the vehicle and call NCE to say that they are returning to the school and request that someone in authority meet the vehicle. Instructors do not have the authority to discipline students

4.9 On-The-Road Accidents: In the event of an accident involving any of the Contractor's vehicles while in service for the City of Newton, the instructor shall immediately call (via a cell phone, which is required of all instructors) the respective Police Department. The instructor shall require all passengers to remain at the scene of the accident and confirm their names. The instructor shall then call the Contractor. The Contractor shall immediately call the school and NCE. Passengers may use the instructor's cell phone to call parents in emergencies. The Contractor shall fax a written accident report with NCE no later than the close of the business day on which the accident occurred. For any accident which occurs after NCE's close of business (after 5:00 p.m.), such accident report shall be filed within one (1) hour of the opening of business the next day. The Contractor shall obtain Police Reports from the Police Department that has jurisdiction for the location where the accident occurred and forward copies to NPS within twenty-four (24) hours after the accident.

4.10 At the end of each contract year, or upon request, the Contractor shall submit to NCE, 457 Walnut St., Newton, MA, 02460, a formal accident report summary from its insurance company covering the entire contract from its inception. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or non-preventable, claims and current status. NCE shall review this report and forward a copy to NPS Purchasing Department for their records.

5.0 Vehicles

5.1 All driver training motor vehicles used under the contract shall comply with all General Laws and Regulations of the Commonwealth of Massachusetts, and Federal Laws and Regulations. Vehicles shall be 4-door sedans, equipped with dual brake controls, functioning seat belts and display the name of the driving school. Any vehicle on the road during the lifetime of the contract shall not be more than 4 years old (from date of purchase) nor exceed 100,000 miles. The Contractor shall have enough driver training motor vehicles at its disposal to meet the needs of the program without delays. The Contractor is responsible for all maintenance, repairs and inspections to the vehicles including accidents and vandalism. Instructors must complete a daily pre-trip safety inspection of each vehicle. The successful bidder shall supply NCE within 30 days of notification of award of the contract with a list of vehicles to be used under the contract including make, model, year, serial number, registration number and mileage. The Contractor shall keep the list up to date.

5.2 NCE or its representatives reserve the right to inspect any or all vehicles at any reasonable hour to ensure that they are clean, smoke-free and in proper working condition. The supervisor may also be requested to bring a vehicle for inspection to the City garage the same day of the request. NCE or its representatives reserve the right to demand that the Contractor immediately remove any vehicle from service under the contract.

5.3 Overnight parking of the Contractor's vehicles is not allowed on school property.

6.0 Registration, Fees and Attendance

6.1 All students will be registered through NCE. NCE will collect tuition from the students and will pay Contractor the bid fee (plus or minus any fuel adjustments) per student prior to the start of each class. Refunds of driver education fees on behalf of students will be at the discretion of the Contractor in consultation with NCE. NCE will establish a scholarship fund for Driver Education students and will distribute these funds to families in need at its discretion from tuition fees collected. The Contractor must make his vehicle(s) privately available at additional cost for Registry of Motor Vehicles road examinations.

6.2 A dated and signed Statement of Completion form (issued by the Massachusetts Registry of Motor Vehicles) must be submitted by the Contractor to NCE upon completion of each course. The Contractor is solely responsible for the issuance of said forms

END OF SPECIFICATIONS